

1 BILL NO. S-86-10- 47

2 SPECIAL ORDINANCE NO. S-188-86

3 AN ORDINANCE approving Contract  
4 for Improvement Resolution 6060-86,  
5 Archer Avenue Curbs (Both Sides),  
6 1986 Bond Issue, between the City  
of Fort Wayne, Indiana and Hipskind  
Concrete, Inc., in connection with  
the Board of Public Works and Safety.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL  
8 OF THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the annexed Contract for Improvement  
10 Resolution 6060-86, Archer Avenue Curbs (Both Sides), 1986 Bond  
11 Issue, between the City of Fort Wayne , by and through its Board  
12 of Public Works and Safety, and Hipskind Concrete, Inc., is hereby  
13 ratified, and affirmed and approved in all respects. The work  
14 under said Contract requires:

15 the improvement of ARCHER AVENUE  
16 from Wells Street to Sherman Street  
17 for the purpose of constructing  
Type III curbs, yardwalks, wingwalks  
and adjusting drainage structures;

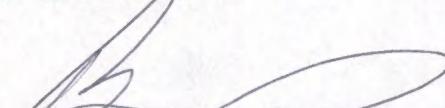
18 the Contract price is Sixty-Nine Thousand Fifty-Two and 40/100  
19 Dollars (\$69,052.40).

20 SECTION 2. Prior Approval was received from Common  
21 Council with respect to this Contract, on October 7, 1986. Two  
22 (2) copies of the Contract, attached hereto, are on file with  
23 the City Clerk, and are made available for public inspection,  
24 according to law.

25 SECTION 3. That this Ordinance shall be in full force  
26 and effect from and after its passage and any and all necessary  
27 approval by the Mayor.

28  
29   
30 Councilmember

31 APPROVED AS TO FORM  
32 AND LEGALITY

33   
34 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Henry,  
seconded by Gestach, and duly adopted, read the second time  
by title and referred to the Committee Planning (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.

DATE: 10-28-86

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry,  
seconded by Gleas, and duly adopted, placed on its  
passage. PASSED ~~(POST)~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>BRADBURY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>BURNS</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>EISBART</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>GiaQUINTA</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>HENRY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>REDD</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>SCHMIDT</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>STIER</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>TALARICO</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>

DATE: 11-10-86

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort  
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-188-86,  
on the 10th day of November, 1986.

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 10th day of November, 1986,  
at the hour of 9:00 o'clock A. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 12th day of November,  
1986, at the hour of 9:30 o'clock A. M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS AND SAFETY  
INVITATION FOR BIDS/AWARD OF CONTRACT\*

Page 1 of \_\_\_\_\_

(Non-Federally Assisted Construction)

PROJECT: ARCHER AVENUE CURBS (BOTH SIDES) RESOLUTION # 6060-86

1986 BOND ISSUE

CONTENTS

Check if contained      Pages

X	1	Cover Sheet
X	11 - 19	Instruction to Bidders
X	S1	Schedule
X		Schedule of Items (Itemized Proposal)
X	GP1 - GP7	General Provisions
X		Special Conditions
X		Plans and Specifications
		Drawings
X		Improvement Resolution
X		Notice to Bidders

ATTACHMENTS

X	Non-Collusion Affidavit
X	Bidder's Bond
X	Performance Bond
X	Sworn Experience Questionnaire
X	Plan and Equipment Questionnaire
X	Contractor Financial Statement '86-A
X	Certificate in Lieu of Financial Statement
X	Prevailing Wage Scale - State of Indiana
X	Payment Bond
X	Warranty Bond
X	Barricade Information
X	Certification of Bidder/Vendor on Anti-Apartheid
Discount for prompt payment	10 Calendar Days    20 Calendar Days    30 Calendar Days    Other
	_____    _____    _____    _____
Acknowledgement of Amendments (See General Provisions Clause)	Amendment No.    Date    Amendment No.    Date
	_____    _____    _____    _____

\*\*\*\*\*

BID SUBMITTED

Contractor Hipskind Concrete  
By James Hipskind  
Its President  
Offer Date 9-24-86

Bidder agrees to keep bid open for acceptance for \_\_\_\_\_ (90 days unless otherwise specified)

Compliance: J. Adams  
O.C. 12/84

B.O.W. Non-Fed. \*Note: Award will be made on this form

ACCEPTANCE OF BID/AWARD OF CONTRACT

City of Fort Wayne  
Board of Public Works and Safety

James Hipskind  
Collette R. Sander  
J. D. London

City of Fort Wayne  
Mayor

Collette R. Sander  
Award Date 10-1-86

The MBE/WBE firm (cross out inapplicable provision) shall have    % participation (employees)    % participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm    %. (cross out inapplicable provision)

C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. KEVIN JONES	CONCRETE	
2.		
3.		

D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. S & M LANDSCAPE		
2. STATE WIDE TRUCKING		
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. We have taken the following steps in an attempt to comply with these participation goals:

\_\_\_\_\_  
\_\_\_\_\_

(attach additional sheets as necessary)

Contractor NCC Contractor \_\_\_\_\_  
By James D. Murphy By \_\_\_\_\_

Its \_\_\_\_\_ Its \_\_\_\_\_

2. My Company has taken the following steps in an attempt to comply with the 17 $\frac{1}{2}$  hourly utilization figure:

---

---

---

(attach additional sheets if necessary)

Contractor

By

Its

H C C

Patricia Hulio

President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, commencing at \_\_\_\_\_ o'clock \_\_\_\_\_.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

## ITEMIZED PROPOSAL

CONTRACTOR: HIPS KIND CONCRETE

PROJ ARCHER AVE. CURBS (BOTH SIDES)

RES. NO: 6060-86

**TOTAL:**

69052. 40

SHEET 1 OF 1

Note: Contractor will be paid on measured quantities only at unit price bid

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of PAT Hipskind

Hipskind ~~Guards~~ hereby make the following representations  
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council  
of the City of Fort Wayne, Indiana, has passed an ordinance con-  
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,  
firms or corporations submitting bids to the City, for goods and  
services, certify, as part of the bid, that such entity does not  
support the policies of apartheid in South Africa.

The undersigned states, on behalf of Hipskind  
Concrete, that Patrick D Hipskind  
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed  
this 24<sup>th</sup> day of Sept, 1986.

Hipskind Concrete  
(Name of Bidder/Vendor)

Patrick Hipskind  
(Name and Title of Person Signing)

President

# Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, HIPS Kind CONCRETE CORP., 5502 Mason Dr., Ft. Wayne, IN.

....., as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto City of Fort Wayne, Ft. Wayne, IN

.....as Obligee, (hereinafter called the "Obligee"), in the sum of 5% of Contractor's Maximum Bid Dollars (\$.....), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Resolution #6060-86

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

22nd

day of September

A.D. 19 86

Witness

HIPS Kind CONCRETE CORP.

BY:

(SEAL)

Principal

President

Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
Surety

*George R. Kelly*  
Witness

By *James J. Kelle*  
Attorney-In-Fact Title

Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, ... and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Terrence J. Ward and Kathy L. Bixler, both of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of January, A.D. 1986.....

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:



C W Robbins

By

CMJ

Assistant Secretary

Vice-President

STATE OF MARYLAND  
CITY OF BALTIMORE

ss:

On this 17th day of January, A.D. 1986, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



Carol J. Fader  
Notary Public Commission Expires July 1, 1986

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 22nd day of September, 1986

L1428a-Ctf. -044-2998

W J Bestry  
Assistant Secretary

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Pat Lipskun, the President,  
Position of Lipskun Concrete  
Company

hereby certify:

1. That the Financial Statement of said company, dated the 22 day of May 1985, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:
2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: 8-24-86

Pat Lipskun  
Signature  
President  
Title

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 24 day of Sept, 1986.

Mark Layart  
Notary Public  
Resident of Allen County

My Commission Expires:

April, 1987

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and

Hipskind Concrete

Pat

Hipskind

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Hipskind Concrete

Pat H. Hipskind

President

Subscribed and sworn to before me by \_\_\_\_\_  
this 24 day of Sept, 1986.

My Commission Expires:

April 19, 1987

Markay Chayart  
Notary Public  
Resident of Allen County

\*\*\*\*\*

Subscribed and sworn to before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 198 \_\_\_\_\_.  
My Commission Expires:

Notary Public  
Resident of \_\_\_\_\_ County

\*\*\*\*\*

Subscribed and sworn to before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 198 \_\_\_\_\_.  
My Commission Expires:

Notary Public  
Resident of \_\_\_\_\_ County

# Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

## Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That HIPSKIND CONCRETE CORP., 5502 Mason Dr., Ft. Wayne, IN  
(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Contractor, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto City of Fort Wayne, Ft. Wayne, IN

(Here insert the name and address or legal title of the Owner)  
as Obligee, hereinafter called Owner,  
in the amount of Sixty nine thousand fifty-two dollars and 40/100-----

Dollars (\$ 69,052.40 ), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated 19, entered into a contract with Owner for Resolution 6060-86.

in accordance with drawings and specifications prepared by

(Here insert full name, title and address)  
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 8th day of October A.D. 19 86

In the presence of:

HIPSKIND CONCRETE CORP.  
BY John D. Hipskind (SEAL)  
Principal  
President  
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Terrance J. Miller (SEAL)  
Attorney-in-Fact Title

Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, ... and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Terrence J. Ward and Kathy L. Bixler, both of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of January, A.D. 1986.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:



C W Robbins

By

CMJ

Assistant Secretary

Vice-President

STATE OF MARYLAND  
CITY OF BALTIMORE

ss:

On this 17th day of January, A.D. 1986, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



Carol J. Fader  
Notary Public Commission Expires July 1, 1986

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1986.

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IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 8th day of October, 1986.

Terrence J. Ward  
Assistant Secretary

L1428a-Cif. -044-2998

1414  
Admn. Appr:

TITLE OF ORDINANCE Contract for Improvement Res. 6060-86, for curbs and walks on Archer Avenue

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety *86-10-47*

SYNOPSIS OF ORDINANCE The Contract for Improvement Res. 6060-86 is for the improvement of ARCHER AVENUE from Wells Street to Sherman Street for the purpose of constructing Type III curbs, yardwalks, wingwalks and adjusting drainage structures. Hipskind Concrete, Inc. is the Contractor.

Prior Approval was received on 10/7/86.

EFFECT OF PASSAGE Improved conditions as listed above.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$69,052.40

ASSIGNED TO COMMITTEE

BILL NO. S-86-10-47

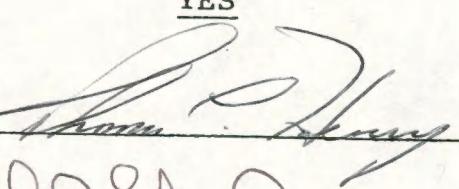
REPORT OF THE COMMITTEE ON PUBLIC WORKS

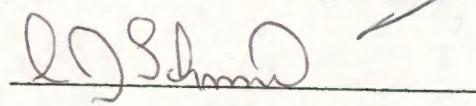
WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS  
REFERRED AN (ORDINANCE) (RESOLUTION) ~~XXXXXX~~ approving Contract for Improvement  
Resolution 6060-86, Archer Avenue Curbs (Both Sides). 1986 Bond  
Issue, between the City of Fort Wayne, Indiana and Hipskind Concrete,  
Inc., in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)  
(RESOLUTION)

YES

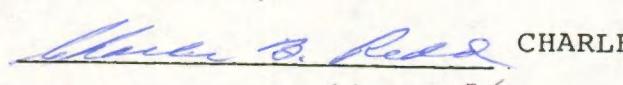
NO

  
THOMAS C. HENRY  
CHAIRMAN

  
DONALD J. SCHMIDT  
VICE CHAIRMAN

  
MARK E. GIAQUINTA

  
PAUL M. BURNS

  
CHARLES B. REDD

CONCURRED IN 11-10-86

SANDRA E. KENNEDY  
CITY CLERK